APPELLATE CASE #: 55532-8-II

Superior Court Case No. 21-2-00173-05

### COURT OF APPEALS, DIVISION II OF THE STATE OF WASHINGTON

TOM PARKWELL Plaintiff, Respondent v. MICHAEL T. PINES Defendant, Appellant

#### APPELLANT'S OPENING BRIEF

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### **INTRODUCTION**

In this case a Writ of Possession was issued by the trial court using the Order To Show Cause Procedure to improperly and permanently evict four people from their home about 7 months ago.

Eviction from someone's home is a serious matter. It causes severe trauma. In 2018, a study was done linking over 10,000 suicides to evictions. There were many similar studies around the world. The studies were done because of the large numbers of illegal evictions performed by the "Too Big To Fail Banks". There were numerous stories of people getting into gun battles with the police and being killed and police wounded.

In this case, James Howard, Michael T. Pines, (Appellant), Dessa Lupez, and her eight year old son were permanently evicted from their home and rendered homeless. They are all innocent, law abiding citizens who are good people. Crimes were committed by Parekwell who

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threatened the life of Howard and Appellant and to do other harm. Appellant lost all his personal property at the residence because Parkwell stated he was putting it out on the street and dared Appellant to come try to get it so he could call the police. (Appellant has saved ten voice mails from the person identifying himself as "Keith Ross", who called something like 35 times to harass Appellant, but was then blocked). On these calls "Keith Ross" was talking about the eviction claiming he was taking possession proving Parkwell uses two names. However, Appellant will not bother to try to submit the voicemails to this Court which seems to be indifferent to Parkwell committing crimes.

Respondent admitted to this Court the eviction was done improperly. The occupants were not afforded due process even though they were entitled to a jury trial. A basic constitutional right. The Writ was clearly issued without following the proper procedure.

Because of the Covid virus, local, state, and federal governments have issued emergency eviction moratoriums since they also consider eviction a serious matter.

Appellant will not address the aspersions cast on his character in any detail. It is mostly irrelevant to this appeal on the current record. If this case proceeds further after this appeal, those things will be addressed.

Since it is clear the proper procedure and requirements for the issuance of a Writ of Possession were not followed, Appellant will focus on that. The order for possession in favor of Respondent must be reversed and set aside and possession restored to Appellant. An order should issue that a jury trial be set.

#### **ASSIGNMENTS OF ERROR**

The statutes governing evictions in Washington and cases discussing them make it clear that the procedure must be strictly followed. From the filing of the complaint to the execution of the Writ in this case, the proper procedures were not followed.

Unlawful detainer actions under RCW 59.18 are special statutory proceedings with the limited purpose of hastening recovery of possession of rental property. *Bar K Land Co. v. Webb*, 72 Wn. App. 380, 864 P.2d 435. To give landlords a way to obtain possession quickly an Order To Show Cause procedure was established that allows for a *temporary* transfer of possession pending a trial. *Mcarlstrom v. Hanline*, 98 Wash. App. 780, 788, 990 P.2d 986 (2000).

The statutes require the court to promptly order a jury trial which is to be given priority. (RCW 59.12.130). In this case, even though Appellant demanded a jury trial, none was scheduled.

To protect the tenant, if such a Writ is to be issued the landlord is required to first post a bond. To emphasize how important this is, the legislature included it in *both* the statutory schemes governing evictions.

At the show cause hearing, the tenants can orally and/or in writing provide any evidence or argument in support of an equitable or legal defense to present an "Answer". If an order is to be entered, and according to the Respondent himself, a judgment must be entered and findings of fact and conclusions of law must be made. If an oral presentation is made by the Defendant "the substance thereof shall be endorsed on the complaint by the court." The court must, on its own, "examine the parties and witnesses orally to ascertain the merits of the complaint and answer". The plaintiff (Respondent) must post a bond. The occupant has the right to post a bond to stay

execution of the Writ. In connection with the Writ, notice must be given of the occupant's rights regarding personal property. RCW 59.18.312.

There is no dispute about the fact that none of these the things required to issue a Writ of Possession were done.

The record consists of over 214 pages consisting of a brief with exhibits filed by Respondent (filed 05/13/21) and which this Court has allowed to be designated as the record by order of the Commissioner. (See; A Ruling By Commissioner Bearse: dated November 22, 2021). The Respondent stated he included everything important regarding the case and filed a request that what he filed be deemed the Clerk's Papers.

(The pagination is confusing since it starts with a document labeled page 001 in red with a certain font and proceeds for some 16 pages. At this point, the numbering starts over again with page 001 in red with another font.)

Duplication in the record is to be avoided. RAP 9.1(d). The record can include "exhibits". RAP 9.1(a).

As a matter of law, the record also includes the other pleadings and documents filed with this Appellate Court. This includes the Motion for stay in Trial Court (filed here 05-06-21), the Affidavit (filed here 05-11-21), the Response Brief Of Respondent with exhibits (filed here 05-13-21), the Reply to Response (filed here 05-13-21), and the Motion to Modify Ruling (filed here 05-18-21). The Court should take judicial notice of its own file and should consider it to give the matter due consideration.

Under RAP 9.11, "the appellate court will not ordinarily dismiss a review proceeding or affirm, reverse, or modify a trial court decision or administrative adjudicative order certified for direct review by the superior court because of the failure of the party to provide the appellate

court with a complete record of the proceedings below." If the Court feels anything else is needed, the Appellant would be happy to try to get it.

But, the parties do not dispute the important facts. The Respondent has admitted the important facts, whether included in the record submitted by him or in briefs before this court.

In the papers filed by Respondent in this appeal, Judicial Admissions were made which are binding and mandate a ruling in favor of the Appellant.

A copy of the trial court Clallam Case Summary is also submitted as Exhibit "A". A report of title from Chicago Title is submitted as Exhibit "B" showing a chain of title and encumbrances.

Respondent was required by statute to include an Abstract of Title with his complaint showing a complete chain of title with any encumbrances to prove legal ownership. He did not. There was clearly fraud concerning the title which explains why he would hide it. The typical breaks in the chain of title are obvious and as is so common in illegal foreclosures. The Appellant may try to get certified copies of the documents recorded to include with a Reply Brief if necessary. However, it shouldn't be. If the Respondent contests the evidence about the chain of title it should be his burden to provide whatever evidence he feels is necessary to establish the truth. He did submit a document showing the transfer made to Respondent for ten dollars, which Fannie Mae would never do if it were a legitimate transaction. This was at a time when the recorded documents show the Property was owned by others.

This Court should reverse the trial court and restore possession to Appellant and order the trial court to schedule a jury trial.

#### **BACKGROUND**

Respondent claims he owns a condominium ("Property"). He allowed James Howard to have possession as alleged in the Unlawful Detainer Complaint (U.D. Complaint"). CP (5/13/2021 filing) at page 1. No evidence of any written rental agreement or lease has been provided by the Respondent.

To initiate eviction proceedings, the Respondent filed the U.D. Complaint on or about March 22, 2021. CP (5/13/2021 filing) at pages 1-5. The sole basis for the eviction is an alleged 60 day notice (affidavit) of intent to sell the Property. CP (5/13/2021 filing) at page 6. (There is substantial evidence the Respondent never planned to sell the condominium).

The U.D. Complaint did not contain the required abstract of title as required by RCW 59.16.020 which provides:

Pleadings, requirements.

The complaint in all cases under the provisions of this chapter shall be upon oath, and there shall be embodied therein or amended thereto an abstract of the plaintiff's title, and the defendant shall, in his or her answer, state whether he or she makes any claim of title to the lands described in the complaint, and if he or she makes no claim to the legal title but does claim a right to the possession of such lands, he or she shall state upon what grounds he or she claims a right to such possession.

The purpose of this statute is obviously for the purpose of requiring the parties to plead and prove the basis for their claimed interest in the property, including showing a complete chain of title.

An "Affidavit of Counsel" was also filed by Respondent concerning risk to health, safety, etc. as required by the special eviction moratorium laws which Respondent asserted applied. CP (5/13/2021 filing) at pages 11-15. (The trial court found there was no such risk).

Appellant raised issues of title explaining in the sworn Federal Court complaint dated March 31, 2021, and with other evidence, showing that the foreclosure was illegal and that Parkwell was not the legal name of the Plaintiff which appears to be Keith Ross. CP (5/13/2021 filing) at pages 57-79. Appellant explained in detail the facts and law supporting this which have never been contradicted by Respondent.

Respondent himself asserts that James Howard "retaliated" against the landlord's" service of an eviction notice evidencing the dispute between Howard and Respondent and confirming Howard's intent to sublease. CP (5/13/2021 filing) at page 3. Respondent claims under oath the Property was subleased to Appellant. CP (5/13/2021 filing) at page 49.

The dispute between Howard and Respondent was explained by Appellant. CP (5/13/2021 filing) at pages 60-61.

As mentioned, none of the documents filed to prosecute the Unlawful Detainer allege any facts showing the terms of any rental agreement or lease to anyone. The Unlawful Detainer does not claim that any rent is owed or other basis for eviction. It is undisputed that Respondent refused to provide Howard anything in writing and that he be paid 'under the table'.

Howard had discovered that Parkwell uses two names, refused to provide a written lease, that Parkwell does not appear to be the legal name of the owner, and provided evidence that Parkwell, his wife, and bookkeeper all use two names with the logical inference being that it is to commit fraud. CP (5/13/2021 filing) at pages 60-62. (Recording fraudulent documents to real property, which must be in the true legal name of the owner, violates state and federal criminal law).

In support of the Writ, counsel submitted voluminous materials to try to disparage

Appellant's character apparently to try to show there was some kind of safety risk. The trial court

did not find there was any risk to health or safety. The likely reason for this is that the trial court

did not want the truth about who Appellant is to be revealed. In fact, the trial court made no

findings at all except that a 60 day notice to vacate was served and that 60 days had passed.

Respondent filed a Motion For Order To Show Cause on 3/23/21 setting a hearing for 04/02/21 but it was taken off calendar. CP (5/13/2021 filing) at page 163; See; Clallam Case Summary filings dated 3/23/21.

On March 31, 2021, the Unlawful Detainer was removed to federal court. CP (5/13/2021 filing) at pages 130-133 (this is also admitted by Respondent several times. See: CP (5/13/2021 filing) at pages 117-119).

A judge recused himself. See, Clallam Case Summary filing on 04/01/21.

A lengthy verified complaint was filed in federal court setting forth facts which Respondent has never refuted. CP (5/13/2021 filing) at pages 57-79.

Title to the property is a mess. But, the sworn Federal Complaint alleges that the foreclosure and transfer by Fannie Mae was illegal as this has been proven beyond any doubt and such illegal foreclosures had become common knowledge. Only one reason of many is that in this case it appears "MERS" may have been on the deed of trust on which the foreclosure was based. The Washington Supreme Court decided MERS has no right to foreclose. *Bain v. Metropolitan Mortgage Group Ins*, 426 P.3d 749. The fact that Fannie Mae conducts illegal foreclosures has been proven in millions of documents in millions of cases. Representatives of Fannie Mae were prosecuted criminally. In addition, the Property was supposedly transferred for only ten dollars. This is circumstantial evidence of collusion.

Appellant had also filed bankruptcy on March 29, 2021 and filed a Notice of such in the trial court on 04/02/21. CP (5/13/2021 filing) at pages 80, 134, 140; Clallam Summary filing on 4/2/21.

On April 10, 2021 Respondent filed a Motion For Relief From Stay admitting knowledge of the stay and that he needed relief to evict. However, the Respondent proceeded anyway before the motion was heard. Thus, his violation of the stay was before the bankruptcy was supposedly dismissed and which the bankruptcy judge stated is still "open".

Appellant filed an Adversary Proceeding in the bankruptcy. CP (5/13/2021 filing) at pages 80-81.

The bankruptcy was pending from 4/1/21 and is still not closed. Judge Alston, the bankruptcy judge stated, after noting the case had been dismissed: "However, this case has not yet been closed." CP (5/13/2021 filing) at page 160.

A bankruptcy continues until an order is entered closing the case. 11 U.S. Code §350; Bankruptcy Rule 5009.

In spite of the bankruptcy, Respondent, after filing for Relief From Stay on April 10, 2021, and while the stay was clearly in effect, persisted with the eviction setting another Order To Show Cause hearing for April 30, 2021. CP (5/13/2021 filing) at page 154. This was before the hearing on the relief from stay motion and before the bankruptcy was dismissed.

The majority of courts have held that actions taken in violation of the stay are void *ab initio*. Specifically, the First Circuit, Second Circuit, Third Circuit, Seventh Circuit, Eighth Circuit, Ninth Circuit, and Eleventh Circuit have held that actions taken in violation of the stay are void. See: *In re Myers*, 491 F.3d 120, 127 (3d Cir. 2007) ("[A]ctions taken in violation of the

stay are void."); United States v. White, 466 F.3d 1241, 1244 (11th Cir. 2006) (quotation omitted) ("It is the law of this Circuit that '[a]ctions taken in violation of the automatic stay are void and without effect."); Middle Tenn. News Co. v. Charnel of Cincinnati, 250 F.3d 1077, 1082 (7th Cir. 2001) ("Actions taken in violation of an automatic stay ordinarily are void."); LaBarge v. Vierkant (In re Vierkant), 240 B.R. 317, 325 (B.A.P. 8th Cir. 1999) ("We hold that an action taken in violation of the automatic stay is void ab initio."); Soares v. Brockton Credit Union (In re Soares), 107 F.3d 969, 976 (1st Cir. 1997) (adopting the majority view and holding actions taken in violation of the stay are void); Rexnord Holdings v. Bidermann, 21 F.3d 522, 527 (2d Cir. 1994) (internal citation omitted) ("The stay is effective immediately upon the filing of the petition and any proceedings or actions described in section 362(a)(1) are void and without vitality if they occur after the automatic stay takes effect."); Schwartz v. United States (In re Schwartz), 954 F.2d 569, 571–72 (9th Cir. 1992) ("[A]bsent affirmative relief from the Bankruptcy Court, violations of the stay are void"); Job v. Calder (In re Calder), 907 F.2d 953, 956 (10th Cir. 1990) (per curiam) (internal citations omitted) ("Ordinarily, any action taken in violation of the stay is void and without effect even where there is no actual notice of the existence of the stay.").

On April 29, 2021, Appellant filed an Affidavit Re Opposition Re Cooper vs. Appellant / Parkwell vs. Appellant & Demand For Jury, a Notice Of Removal, and a Notice Of Pending Bankruptcy & Occupancy with the trial court. See, Clallam Case Summary filings on 4/29/2021, CP (5/13/2021 filing) at pages 130, 146-149.

The Order To Show Cause hearing proceeded on the Unlawful Detainer. The minutes of the hearing and reporter's transcript reflect that Appellant wanted to cross examine Mr. Wolfey and Mr. Parkwell but the court refused.

The minutes from 4/30/21 state that Respondent himself asked the court to make findings and for the court to sign the order presented by him.

The court signed the Order Granting Writ of Restitution submitted by the Respondent. CP (5/13/2021 filing) at page 156.

The Order has no findings on the issues Appellant tried to raise. It does not call for the entry of a judgment, does not reference any answer, defense, or endorse the complaint, and does not set a date for trial. It does not set any bond.

The court specifically struck any finding that there was any threat to health or safety.

On May 3, 2021, Appellant filed a Motion to Shorten Time an Application/Declaration, a Brief In Support Of Motion To Set Aside Judgment, and a Brief In Support Of Motion To Set Bonds. See Clallam Case Summary.

On May 4, 2021, the court entered an Amended Writ of Restitution. This Order has no findings on the issues raised by Appellant, does not refer to any answer, does not call for the entry of a judgment, does not set a date for trial, and does not set any bond. CP (5/13/2021 filing) at page 161.

On May 5, 2021 the following were filed in the trial court:

- Demand For Findings Of Fact And Conclusions Of Law
- Letter From Honorable Christopher M. Alston
- Complaint First Amended (Federal)
- Ex Parte Request For Emergency Relief

(See Clallam Case Summary)

Neither the Writ, Amended Writ, or accompanying papers contain the proper notice required pursuant to RCW 59.18.312 which provides in part:

(5) When serving a tenant with a writ of restitution pursuant to RCW 59.12.100 and 59.18.410, the sheriff shall provide written notice to the tenant that: (a) Upon execution of the writ, the landlord must store the tenant's property only if the tenant serves a written request on the landlord to do so no later than three days after service of the writ; . . . "

In the Brief In Support of Motion To Reconsider and Set Aside, Appellant argued that Respondent had violated the bankruptcy stay. He further argued he was entitled to a jury trial under RCW 59.12.130 and that one should be set. Appellant further argued that to obtain such a Writ, Respondent had to post a bond. Appellant argued that he had been prevented from presenting any evidence or argument at the hearing at the April 30, 2021 Order to Show Cause Hearing. Appellant further argued that findings were required and none had been made. CP (5/13/2021 filing) at pages 162-166.

In the Brief In Support Of Motion To Set Bonds, Appellant argued that if any judgment was entered that it was stayed by operation of law for 14 days. Appellant argued that pursuant to RCW 59.12.090, Respondent was required to post a bond before any Writ could issue. Appellant also requested the court set and order a supersedeas bond on appeal. CP (5/13/2021 filing) at pages 167-169.

The trial court granted an order shortening time but denied setting any bonds and denied the motion for reconsideration. The court made no ruling on the question of whether a bond was required under RCW 59.12.090 to obtain a Writ of Restitution. CP (5/13/2021 filing) at page 170.

The Motion To Reconsider and Set Aside was denied by the trial court ex parte making a further hearing unnecessary. None of the contentions raised by Appellant were addressed by the trial court. If the court was not going to set aside the Writ that existed because no bond was posted or for any of the other reasons asserted by Appellant, nothing further could be done.

The same arguments were made to this Court as made in the motions filed in the trial court. But it was not until filing in this Court that Respondent responded to these arguments in the "Response Brief Of Respondent" filed in this Court on 05/13/2021. Then, the Respondent admitted that the Writ was issued improperly.

Respondent made numerous judicial admissions to this Court and is bound by them.

After telling parts of a long story about Appellant personally, which is irrelevant, Respondent admits the Sheriff was scheduled to perform the eviction about three days from May 7, 2021 pursuant to RCW 59.18.290(1). CP (5/13/2021 filing), Brief, at page 8.

The only evidence that Respondent relied on in arguing the Writ was properly issued was the fact that a 60 day notice of intent to sell was served and that 60 days had passed before the Writ was issued. The Respondent did not ever submit or rely on any admissible evidence and made no effort to respond to the voluminous evidence Appellant submitted and tried to submit in defense.

Appellant submitted evidence that the Respondent was not the lawful owner of the Property because any foreclosure had been conducted illegally as explained in detail in the Federal Complaint and that Respondent used two different names.

Appellant provided evidence that there was an encumbrance consisting of a deed of trust in favor of Denise Parkwell for \$508,200 in favor of someone claiming to be Parkwell's x-wife but the Property has never had a value for that amount, and that she uses two names also.

Parkwell has never explained the lien for this amount.

Appellant further discovered that Parkwell uses a bookkeeper who also uses two names. Parkwell responded:

"Respondent, Mr. Parkwell, was provided a Bargain and Sale Deed from Federal Home Loan Mortgage Corporation on November 10, 2011, in exchange for valuable

consideration. CP 83 (*sic:* conveniently omitting the fact that the consideration was ten dollars). Later, as part of the dissolution of marriage, Ms. Denise R. Parkwell signed a Quit Claim Deed transferring her interests in the real estate over to Mr. Parkwell on March 26, 2019. CP 82. She retained a judgment of \$58,200.00 which was satisfied on the record. CP 44-45.

Therefore, as a matter of law, Mr. Parkwell is the landlord. Appellant has never produced evidence to the contrary. **He merely sought to generate it through cross-examination of Respondent.** CP 155." Response Brief, p.12. (Emphasis added)

The assertions by the Respondent as to how he had title makes no sense. Respondent admits Appellant was denied the right to examine him at the show cause hearing. Attorney Wolfey submitted at least four affidavits making himself a witness and Appellant wanted to examine him, but the court refused this as well.

Under the law, the trial court was required, *sua sponte*, to examine the witnesses and it failed and refused to do so. (See; *Leda v. Whisnand*, 150 Wash.App. 69, discussed below).

Respondent himself argues repeatedly that the proper rule regarding Writs is RCW 59.18.380 which he admits requires the posting of a bond (discussed below).

When the sheriff served the Writ heavily armed, he broke in early in the morning while Appellant was in the shower and demanded Appellant leave giving him only 5 minutes to gather any personal property. No notices were given to Appellant concerning his personal property as required by RCW 59.18.312.

Appellant lost all his personal property located in the Property. (On the day of the eviction Parkwell, who had previously threatened Appellant' life, called many times and left messages that he was going to put all Appellant personal property on the street. Parkwell made other threats as he was dialing Appellant number over and over to harass him).

# SPECIFIC FACTS AND LAW PERTINENT TO ISSUANCE OF A WRIT OF POSSESSION AS STATED BY RESPONDENT

In the Response Brief Of Respondent ("Response Brief") filed with this Court on 05/13/2021, Respondent states:

"A. IDENTITY OF RESPONDENT AND REQUEST TO AFFIRM CLALLAM COUNTY SUPERIOR COURT'S DECISION

Respondent TOM PARKWELL, asks this Court to affirm the lower court's judgment, findings of fact and conclusion of law which are supported by substantial evidence presented at trial."

There were no required findings of fact and conclusions of law, no endorsement of the U.D. Complaint or other written statement of the defenses, no judgment was entered, nor was there any kind of "trial". Appellant filed numerous documents showing there were questions of fact. The court trial did not mention or address any of that material.

Respondent himself quotes the part of the governing statute requiring the entry of a judgment in order for a Writ of Restitution to be issued citing RCW 59.18.410. He states:

"(6) This section also applies if the writ of restitution is issued pursuant to a final judgment entered after a show cause hearing conducted in accordance with RCW 59.18.380."

Response Brief p. 14.

Respondent relies heavily on RCW 59.18.380 stating:

"The Residential Landlord-Tenant Act provides for show cause hearings where Writs of Restitution may be granted where a tenant cannot show why one should not be granted to the Landlord. RCW 59.18.380."

That statute relied on by Respondent must be studied carefully and provides:

"RCW 59.18.380 Forcible entry or detainer or unlawful detainer actions—Writ of restitution—Answer—Order—Stay—Bond.

At the time and place fixed for the hearing of plaintiff's motion for a writ of restitution, the defendant, or any person in possession or claiming possession of the property, may answer, orally or in writing, and assert any legal or equitable defense or set-off arising out of the tenancy. If the answer is oral the substance thereof shall be endorsed on the complaint by the court. The court shall examine the parties and witnesses orally to ascertain the merits of the complaint and answer, and if it shall appear that the plaintiff has the right to be restored to possession of the property, the court shall enter an order directing the issuance of a writ of restitution, returnable ten days after its date, restoring to the plaintiff possession of the property and if it shall appear to the court that there is no substantial issue of material fact of the right of the plaintiff to be granted other relief as prayed for in the complaint and provided for in this chapter, the court may enter an order and judgment granting so much of such relief as may be sustained by the proof, and the court may grant such other relief as may be prayed for in the plaintiff's complaint and provided for in this chapter, then the court shall enter an order denying any relief sought by the plaintiff for which the court has determined that the plaintiff has no right as a matter of law: PROVIDED, That within three days after the service of the writ of restitution issued prior to final judgment, the defendant, or person in possession of the property, may, in any action for the recovery of possession of the property for failure to pay rent, stay the execution of the writ pending final judgment by paying into court or to the plaintiff, as the court directs, all rent found to be due, and in addition by paying, on a monthly basis pending final judgment, an amount equal to the monthly rent called for by the lease or rental agreement at the time the complaint was filed: PROVIDED FURTHER, That before any writ shall issue prior to final judgment the plaintiff shall execute to the defendant and file in the court a bond in such sum as the court may order, with sufficient surety to be approved by the clerk, conditioned that the plaintiff will prosecute his or her action without delay, and will pay all costs that may be adjudged to the defendant, and all damages which he or she may sustain by reason of the writ of restitution having been issued, should the same be wrongfully sued out. The court shall also enter an order directing the parties to proceed to trial on the complaint and answer in the usual manner.

If it appears to the court that the plaintiff should not be restored to possession of the property, the court shall deny plaintiff's motion for a writ of restitution and enter an order directing the parties to proceed to trial within thirty days on the complaint and

answer. If it appears to the court that there is a substantial issue of material fact as to whether or not the plaintiff is entitled to other relief as is prayed for in plaintiff's complaint and provided for in this chapter, or that there is a genuine issue of a material fact pertaining to a legal or equitable defense or set-off raised in the defendant's answer, the court shall grant or deny so much of plaintiff's other relief sought and so much of defendant's defenses or set-off claimed, as may be proper.

Then Respondent himself discusses the statute and case law:

"The procedure was laid out systematically in *Randy Reynolds & Assoc 's, Inc. v. Harmon*, 193 Wn.2d 143,437 P.3d 677 (2019). That Court stated:

At the show cause hearing, the court will determine if the landlord is entitled to a writ of restitution before a trial on the complaint and answer. RCW 59.18.380. Under this provision, the court will determine if the premises should be returned to the landlord. Id. If it appears the landlord has the right to be restored to possession of the property, the court will order issuance of the writ and the tenant may "stay the execution of the writ pending final judgment" by paying into the court all rent found to be due and, in addition, paying on a monthly basis "pending final judgment," the amount equal to the monthly rent. Id

Whether or not the court issues a writ of restitution at the show cause hearing, if material factual issues exist, the court is required to enter an order directing the parties to proceed to trial on the complaint and answer. Id.; Pleasant, 126 Wash. App. at 393, 109 P.3d 422 (citing RCW 59.18.380).

If a writ of restitution is issued at the RCW 59.18.380 show cause hearing, the landlord can deliver the writ to the sheriff, who will serve it on the tenant. RCW 59.18.390(1).

The tenant may stay the writ of restitution upon posting a bond approved by the court. Id. In other words, tenants may stay in a premises after the writ of restitution is issued, provided the tenant executes a bond to the landlord and proper notice of the time and place is given for fixing the bond's amount.

A bond is required only if the tenant wishes to continue to occupy the premises pending trial. The purpose of the bond is to secure the landlord against losses during the pendency of the proceedings while the tenant continues to occupy the premises. Pleasant, 126 Wash. App. at 390, 109 PJd 422 (citing RCW 59.18.390). The statute specifies the procedure for posting said bond. RCW 59.18.390(1). RCW 59.18.410 requires entry of a final judgment following trial. (Emphasis added).

Randy Reynolds & Assocs., Inc. v. Harmon, 193 Wash. 2d 143, 157-58, 437 P.3d 677, 684-85 (2019) (Emphasis added)."

Respondent further admits he was supposed to post a bond himself stating so, and citing

Hall v. Feigenbaum:

"Respondent agrees that this statute appears to require a mandatory bond. For example, one trial court erred "by not ordering a bond as required by chapter 59.12 RCW and chapter 7.40 RCW" in a commercial landlord-tenant case. Hall v. Feigenbaum, 178 Wn.App. 811, 824, 319 P.3d 61, 67 (2014)."

Response Brief p. 15.

Both the rules for Unlawful Detainer, RCW 59.12 and the Residential Landlord-Tenant Act, RCW 59.18.380 clearly require a landlord to post a bond *before* a Writ of Possession issues. In this case, no bond was posted. As the Respondent states: "one trial court erred by not ordering a bond as required by chapter 59.12 RCW. . ."

In addition, Respondent admits that there was a stay in effect for 14 days after the court issued the Writ which only should have issued after a judgment:

"However, stays of execution of a Writ of Restitution in an unlawful detainer action are controlled by RCW 59.18.410.

Appellant cites to CR 62, but misinterprets it. Execution cannot occur until 10 days following entry of a judgment. However, upon filing a notice of appeal, enforcement of the judgment is stayed until the expiration of 14 days following the date of the entry of the judgment. Thus, enforcement is at most stayed for two weeks."

(Emphasis added). Response Brief p. 13.

Respondent admits the Writ was executed less than 14 days after it was issued and while it was stayed by statute.

# **ARGUMENT**

# The Procedures To Evict Must Be Strictly Followed And The Statutes Are Strictly Construed In Favor Of The Tenant

The parties agree to the obvious which this Court undoubtedly knows. Residential evictions in Washington are governed by the Unlawful Detainer statutes and the Residential Landlord-Tenant Act. Chapters 59.12 and 59.18 RCW. They are statutes in derogation of the

common law and thus are strictly construed in favor of the tenant. *Hous. Auth. of City of Seattle* v. *Silva*, 94 Wn. App. 731, 734, 972P.2d 952 (1999).

An unlawful detainer action is a special proceeding which relates only to real estate. RCW 59.12.030. There must be substantial compliance with the requisites of such a statute. *Provident Mut. Life Ins. Co. v. Thrower*, 155 Wash. 613, 285 Pac. 654 (1930). Where a special statute provides a method of process, compliance therewith is jurisdictional. See, *Little v. Catania*, 48 Wn. (2d) 890, 297 P. (2d) 255 (1956).

Neither the Respondent nor the trial court followed the proper procedure and there were many errors, any one of which mandates a decision in favor of Appellant.

The Complaint Did Not Contain The Required Abstract of Title And There Was No Endorsement of The Complaint Or Any Other Writing Confirming An Answer

RCW 59.16.020 governing pleadings in Unlawful Detainers provides:

Pleadings, requirements.

The complaint in all cases under the provisions of this chapter shall be upon oath, and there shall be embodied therein or amended thereto an abstract of the plaintiff's title, and the defendant shall, in his or her answer, state whether he or she makes any claim of title to the lands described in the complaint, and if he or she makes no claim to the legal title but does claim a right to the possession of such lands, he or she shall state upon what grounds he or she claims a right to such possession. (Emphasis added).

#### Abstract of title is defined as:

"(a) 'Abstract of title' means a written representation, provided under contract, whether written or oral, intended to be relied upon by the person who has contracted for the receipt of this representation, listing all recorded conveyances, instruments, or documents that, under the laws of the state of Washington, impart constructive notice with respect to the chain of title to the real property described." RCW 48.29.010 (emphasis added).

The obvious purpose of the statute is to require the landlord provide proof that he has proper title.

The court is required to document the defenses raised as an Answer whether in writing or oral:

"At the time and place fixed for the hearing of plaintiff's motion for a writ of restitution, the defendant, or any person in possession or claiming possession of the property, may answer, orally or in writing, and assert any legal or equitable defense or set-off arising out of the tenancy. If the answer is oral the substance thereof shall be endorsed on the complaint by the court."

RCW 59.18.380.

The pleadings were defective and the trial court could not properly rely on them to issue a

Writ.

# The Court Did Not Conduct A Proper Hearing

The court must conduct a proper hearing before issuing a Writ.

"In a show cause proceeding, the commissioner conducts an evidentiary hearing on the landlord's motion for a writ of restitution to return possession of the premises to the landlord. RCW 59.18.380. At the proceeding, the tenant is entitled to answer and may assert any legal or equitable defenses arising out of the tenancy; **the commissioner considers testimony and must examine the witnesses.**" RCW 59.18.380; *Leda v. Whisnand*, 150 Wash. App. 69, 80, 207 P.3d 468 (2009) (emphasis added.)

At show cause hearings "[t]he court may not 'disregard evidence that credibly supports a legitimate defense." *Faciszewski v. Brown*, 187 Wn.2d 308, 321, 386 P.3d 711 (2016) (quoting *Leda v. Whisnand*, 150 Wn. App. 69, 81, 207 P.3d 468 (2009)).

"The statute uses the mandatory term "shall," which requires that the parties and any witnesses be examined. RCW 59.18.380. Its use of the word "shall" is presumptively imperative and operates to create a mandatory duty. See: *State v. Marking*, 100 Wash.App. 506, 510, 997 P.2d 461 (2000)." *Housing Authority Of City Of Pasco And Franklin County v. Pleasant*, 126 Wn. App. 382.

At the hearing in this case, the court stated voluminous material had been submitted by Appellant which the trial court refused to consider or address. The judge stated:

"So, you filed a whole bunch of material, none of it particularly helpful. It's evident to the court that your effort here is to delay and obstruct and abuse process and I think that's plain from the material that's been presented to the court. Your actions speak for themselves and they don't show any kind of good faith and I'm not inclined to indulge arguments that don't get to the central point of the hearing today."
(Reporter's Transcript of Verbatim Proceedings of Show Cause Hearing, page 10, lines 11-18.)

This demonstrated the trial courts bias and animosity to the Appellant. There was no evidence whatsoever that the Appellant was acting in bad faith, or did anything to delay or obstruct, and the trial court provided no basis for making this harsh statement. It was clear from other statements made by the trial judge that the only thing he was going to consider was whether a 60 day notice to vacate had been served and whether 60 days had passed.

"What I'm looking for today, Mr. Pines, is any legal or equitable defense that you have with respect to the issuance of a writ of restitution on the basis of the passing of 60 days post issuance of a notice of intent to sell, that's what I'm looking for today, that's just the very narrow aspect of these proceedings."

(Reporter's Transcript of Verbatim Proceedings of Show Cause Hearing, page 8, lines 19-25.)

Appellant tried to explain the background including that the case had been removed to the federal court so the court could take judicial notice of what had been filed there. Appellant also tried to explain that a bankruptcy had been filed and was pending at the time of the hearing, and that Respondent had filed a motion for relief from stay which had not yet been heard, so that proceeding would violate the automatic stay. Appellant tried to ask what the court was going to allow. (Reporter's Transcript of Verbatim Proceedings of Show Cause Hearing, page 6, lines 25, page 7, lines 1-5.)

The trial court interrupted and cut Appellant off stating:

"THE COURT: Mr. Pines, I'm going to interrupt you right there and what proof do you have that this matter has been removed to Federal Court?

MR. PINES: I filed it. I filed the notice of removal. I filed two of them.

THE COURT: I don't have that before me, and in fact..."

(Reporter's Transcript of Verbatim Proceedings of Show Cause Hearing, p.7, lines 7-13.)

There were in fact Notices of Removal in the court file and the trial judge just plain misrepresented this.

Appellant asked if the court was going to allow testimony. (Reporter's Transcript of Verbatim Proceedings of Show Cause Hearing, p.9, line 4.). The court did not answer, but later stated no testimony would be allowed.

Appellant explained that there was clear evidence of fraud and that he had submitted such evidence including the fact that Respondent uses two names and that Appellant wanted to testify.

(Reporter's Transcript of Verbatim Proceedings of Show Cause Hearing, p.9, lines 4-18.)

The court stated this would not be proper and that the court would not look into the facts.

"THE COURT: Mr. Pines, that's not proper. There's nothing before the court that will establish that. Your mere representations in an effort to create issues of fact, is not going to do it today."

Reporter's Transcript of Verbatim Proceedings of Show Cause Hearing, p.9, lines 12-15.).

In other words the trial court made the incredible statement that it was not interested in hearing about whether there were issues of fact which of course by law is the primary question in show cause proceedings.

The court went on to state it would not allow evidence as to Respondents true identity.

"We're not here to question Mr. Parkwell's identity".

(Reporter's Transcript of Verbatim Proceedings of Show Cause Hearing, p.9, lines 21-25.).

Then the trial court stated that he would not consider the issue of ownership.

"Mr. Parkwell is not the owner of the property isn't gonna get you there, so we're not here to invent issues."

(Reporter's Verbatim Report of Proceedings, p. 11, lines 19-22.)

This was in spite of the fact that the law required Respondent to submit an abstract of title proving ownership which is clearly an issue in Unlawful Detainer cases.

Then the trial court stated again, he would not allow testimony.

"Okay, well, I have heard enough to be able to safely conclude that it's proper for this court to determine that there is no viable, legal or equitable defense being provided to the court that would compel the court to move to the second phase of a show cause process which would be to then consider testimony."

(Reporter's Verbatim Report of Proceedings, p. 13, lines 1-7.)

There is nothing in the law about a show cause hearing being divided into two phases.

The court is required to allow testimony and documents as evidence to conduct any type of proper legal proceeding. Apparently, this judge doesn't know that parties are entitled to submit evidence in a case of any kind according to the state and federal constitutions. In fact, by statute, in show cause hearings the court is required to examine the witnesses as set forth above.

In essence, the trial court refused to allow Appellant to present any evidence, including direct testimony or cross examination. A clearer failure to avoid due process is harder to imagine.

# Appellant Was Wrongfully Denied A Jury Trial

The parties are not entitled to a jury at the show cause hearing, but of course, ultimately the parties have the constitutional right to a jury trial. Courts have applied the civil rules to proceedings under the unlawful detainer statute in the absence of express inconsistencies. In 1971, the Court of Appeals determined that a provision dealing with jury trials in unlawful detainer proceedings was subject to the provisions of jury trials contained in CR 38 and 39.

Thompson v. Butler, 4 Wn. App. 452, 454, 482 P.2d 791 (1971). (CR 38 confirms the right to a jury as set forth in the constitution. CR 39 confirms the right to a jury when it is demanded.) The Court stated that there was no inconsistency between the statute and rules and no reason to believe that the legislature did not intend for the right to a jury trial to be according to the terms of the civil rules. Id.

An order issued for a Writ of Possession using the Order To Show Cause procedure is supposed to be temporary pending a jury trial. The defendant can either pay rent into the court or post a bond to stay execution. Then the court is supposed to schedule a jury trial quickly and give the case priority over other types of cases. RCW 59.12.130.

"A show cause hearing is not the final determination of the rights of the parties in an unlawful detainer action. . . . Show cause hearings are summary proceedings to determine the issue of possession pending a lawsuit. . . The court in Meadow Park (*Meadow Park V. Canley,* 54 Wash.App. 371, 375- 376, 773 P.2d 875) also stated that the summary proceedings were adopted to expedite the decision as to who should possess the property while an unlawful detainer action is pending. *MCarlstrom v. Hanline*, 98 Wash. App. 780, 788, 990 P.2d 986 (2000).

As stated by the Respondent himself, the Supreme Court of Washington also discussed the order to show cause procedure in detail in *Randy Reynolds & Assocs. v. Harmon*, 193 Wn.2d 143, 437 P.3d 677 (2019)

"A show cause hearing is a "summary proceeding[] to determine the issue of possession pending a lawsuit" and is not the final determination of rights in an unlawful detainer action. Carlstrom v.Hanline, 98 Wn. App. 780, 788, 990 P.2d 986 (2000); see also Faciszewski v. Brown, 187 Wn.2d 308, 321, 386 P.3d 711 (2016)." . . .

Whether or not the court issues a writ of restitution at the show cause hearing, if material factual issues exist, the court is required to enter an order directing the parties to proceed to trial on the complaint and answer. Id.; Pleasant, 126 Wash. App. at 393, 109 P.3d 422 (citing RCW 59.18.380)."

The trial court refused to set a jury trial and this was error. Because this happened so long ago, the evicted parties had to find other housing so in effect were permanently evicted and were clearly denied their constitutional right to due process.

# The Admission By Respondent That A Bond Was Required And That None Was Posted Mandates The Case Be Decided in Favor of Appellant

As set forth above, Respondent admitted the posting of a bond was required to obtain the proper issuance of a Writ of Possession and none was posted. ("Respondent agrees that this statute appears to require a mandatory bond. For example, one trial court erred "by not ordering a bond as required by chapter 59.12 RCW and chapter 7.40 RCW" in a commercial landlord-tenant case. Hall v. Feigenbaum, 178 Wn.App. 811, 824, 319 P.3d 61, 67 (2014)." Response Brief p. 15.)

In fact **both** the statutory chapters governing evictions require the posting of a bond by the landlord evidencing how important this was to the legislature. RCW 59.12.090; RCW 59.18.380.

Respondent cited *Hall v. Feigenbaum*, 178 Wn.App. 811, 824, 319 P.3d 61, 67 (2014) stating that it is error for the court to issue a Writ without the bond. He is correct and that case is on point. This is a "Judicial Admission" so this is established without further proof being needed.

A judicial admission has been described as "a formal act, done in the course of judicial proceedings, which waives or dispenses with the production of evidence, by conceding for the purposes of litigation that the proposition of fact alleged by the opponent is true." In fact, admissions are not actually evidence,' but "formal concessions in the pleadings in the case or stipulations' by a party or its counsel that have the effect of withdrawing a fact from issue and dispensing wholly with the need for proof of the fact." In other words, a fact that is judicially admitted is no longer a fact at issue in the case-the party making the judicial admission has conceded to it.' The following cases discuss the doctrine.

Federal courts have not wavered in describing this doctrine. The Eighth Circuit held that a judicial admission "acts as a substitute for evidence in that it does away with the need for

evidence in regard to the subject matter of the judicial admission." Similarly, the Eleventh and Fifth Circuits have held that "judicial admissions are proof possessing the highest possible probative value. Indeed, facts judicially admitted are facts established not only beyond the need of evidence to prove them, but beyond the power of evidence to controvert them."

In Washington, an attorney for a party to litigation is competent to testify as a witness. The attorney does not become incompetent to testify simply by appearing as counsel of record for a party to the case. *Ryan v. Ryan*, 48 Wn.2d 593, 295 P.2d 1111 (1956) (family law case). In fact, counsel for Respondent filed a number of declarations.

The Washington Courts of Appeal frequently look to California law, especially regarding real estate matters. The well-recognized concept of judicial admissions was raised in *Dang v. Smith* (2010) 190 Cal.App.4th 646. In *Dang*, the court held that "statements in a pleading are always admissible against the pleader to prove the matter asserted – as is any other statement by a party." The court categorized these statements as "a conclusive concession of the truth of [that] matter,' thereby 'removing it from the issues." In other words, a judicial admission is an admission incorporated in a pleading that is conclusive in that proceeding on the party who makes it.

Admissions made by a defendant in an answer to a civil complaint are binding in a judicial proceeding. See *Hoodho v. Holder*, 558 F.3d 184, 190-92 (2d Cir. 2009) (admissions during pleading stage are binding); *Roman v. Mukasey*, 553 F.3d 184, 186-87 (2d Cir. 2009) (per curiam) (same); *Am. Title Ins. Co. v. Lacelaw Corp.*, 861 F.2d 224, 226 (9th Cir. 1988) (statement in an answer in a civil case is a binding judicial admission).

"During trial attorneys stand in the place of their clients and may perform acts which the client might perform in person. Hence there is scarcely any limit to the admissions which they

may make."); *Laird v. Air Carrier Engine Serv. Inc.*, 263 F.2d 948, 953 (5th Cir. 1959) ("an attorney has wide authority in the conduct of litigation. He is chosen to speak for the client in court. When he speaks in court, whether it be on a formal trial or in an informal pretrial, he speaks for and as the client."); *Kungig Jarnvagsstyrelsen v. Dexter & Carpenter*, 32 F.2d 195, 198 (2d Cir.) (holding that a statement by counsel in a pleading is a statement made for and by counsel's client), cert. denied, 280 U.S. 579 (1929).

Respondent admitted what the statutes clearly state. To obtain the benefit of a Writ of Possession by the Order To Show Cause procedure, a bond must be posted first. Respondent did not do this and for this reason alone, the Writ must be set aside and a jury trial ordered.

# Hall v. Feigenbaum Cited By Respondent Requires A Decision In Favor of Appellant

*Hall v. Feigenbaum*, 178 Wn.App. 811, 824, 319 P.3d 61, 67 (2014) cited by Respondent to support his statement that it is error not to require a bond is on point and explained under the clear language of the statute a bond is required.

In *Hall*, the plaintiff landlord:

"secured ex parte a temporary restraining order and an order to show cause why a writ of restitution should not be issued. The order restrained Feigenbaum from removing property from the premises but did not restrict Feigenbaum's access to them and did not require that Hall post a bond. . . .

The court granted Hall's motion for a preliminary injunction, barring Feigenbaum from removing personal property from the premises. The injunction did not require a bond.

Moreover, although Feigenbaum assigns error on appeal to the trial court's issuance of the temporary restraining order and preliminary injunction, he did not raise the associated issues below.

An unlawful detainer action brought under RCW 59.12.030 is a summary proceeding designed to enable the recovery of possession of leased property.

The civil rules are the rules of practice for unlawful detainer actions, but when the civil rules conflict with the unlawful detainer statute, the statute, as a "special proceeding," controls.

Washington courts require strict compliance with the time and manner requirements for unlawful detainer actions and strictly construe them in favor of the tenant. (See Hous. Auth. v. Terry, 114 Wash.2d 558, 569, 789 P.2d 745 (1990)."

The primary argument of the defendant tenant in *Hall* was that the proper statutory notice was not given. But, after discussing that at length, the court turned to the question of a bond.

"On April 22, 2011, the court denied Feigenbaum's motions to dismiss and to require the court to set a bond for the preliminary injunction and a bond for the writ of restitution. Feigenbaum assigns error to the court's issuance of the injunction and writ without requiring a bond."

As for an injunction bond, the court stated:

"The Washington State Supreme Court has held that while the amount of a bond for an injunction under RCW 7.40.080 is within the discretion of the trial court, the requirement of an injunction bond is mandatory."

Then the court also pointed out that the Unlawful Detainer statutes also require a bond.

"Similarly, RCW 59.12.090 requires that *before* a writ of restitution is issued prior to judgment, the plaintiff "shall execute to the defendant and file in court a bond in such sum as the court or judge may order." (Emphasis added).

In this case, the Respondent wrongfully evicted four innocent people using a Writ that was clearly illegal. His attorney had actual knowledge of this and proceeded anyway. Since the eviction occurred about 7 months ago, the occupants were homeless and obviously had to find other places to live. They all suffered severe emotional distress and damage. The required bond was supposed to be for damages the evicted occupants sustain:

"conditioned that the plaintiff will prosecute his or her action without delay, and will pay all costs that may be adjudged to the defendant, and all damages which he or she may sustain by reason of the writ of restitution having been issued, should the same be wrongfully sued out." RCW 59.12.090.

### Appellant Was Also Improperly Denied The Right To Post A Supersedeas Bond

Throughout the United States and virtually in all courts, the losing defendant in the trial court has the right to stay execution of a court order pending appeal in most cases. In this case, the trial court, at an ex parte hearing denied Appellant' right to have a supersedeas bond. This was error.

In Washington, the rule is set forth in RAP 8.1 and the specific rules are set forth in the statutes governing evictions.

#### RAP 8.1 SUPERSEDEAS PROCEDURE

- (a) Application of Civil Rules. This rule provides a means of delaying the enforcement of a trial court decision in a civil case in addition to the means provided in CR 62(a), (b), and (h).
- (b) Right To Stay Enforcement of Trial Court Decision. A trial court decision may be enforced pending appeal or review unless stayed pursuant to the provisions of this rule. Any party to a review proceeding has the right to stay enforcement of a money judgment or a decision affecting real, personal or intellectual property, pending review. (Emphasis added).

The Unlawful Detainer statutes also specifically provide for the posting of a bond to stay execution (below).

Appellant was improperly denied the right to post a supersedeas bond.

# The Eviction Statutes Specifically Allow For Bonds To Be Posted And Appellant Was Improperly Denied This Right

RCW 59.12.200 provides that "if the [tenant] appealing desires a stay of proceedings pending review, the [tenant] shall execute and file a bond."

RCW 59.12.220 provides that if a writ of restitution has been issued and executed, then the posting of the bond entitles the tenant to be restored to possession of the premises, where the tenant is entitled to remain until the appeal is determined. A bond is required only if the tenant wishes to continue to occupy the premises pending trial. It is to secure the landlord against losses during the pendency of the proceedings when the tenant continues to occupy the premises.

RCW 59.18.390(1) provides that within three days of the service of the writ of restitution, the tenant may execute to the plaintiff a bond to be filed with and approved by the clerk of the court in such sum as may be fixed by the judge, with sufficient surety to be approved by the clerk of the court, conditioned that they will pay to the plaintiff such sum as the plaintiff may recover for the use and occupation of the premises, or any rent found due, together with all damages the plaintiff may sustain by reason of the defendant occupying or keeping possession of the premises.

Appellant had the right to post a bond and this was improperly denied.

# The Unrefuted Evidence Shows The Respondent Committed A Scam

Prior to the Show Cause hearing, Appellant filed numerous documents, many of which Respondent made part of the record. Also see; Clallam Case Summary. He showed there were questions of fact about whether the Respondent owned and/or had proper title to the Property many of which were submitted to this Court by Respondent himself.

In spite of the fact title was an issue, no abstract of title was included and for this reason alone Appellant had a defense to the case. ("and there shall be embodied therein [sic: in the Unlawful Detainer Complaint] or amended thereto an abstract of the plaintiff's title").

Appellant showed there was an encumbrance in favor of Denise Parkwell recorded against the Subject Property for \$508,200, identifying it by the document number on record with

the County and showing the Subject Property was never worth that amount raising an issue as to whether Respondent actually intended to sell the Subject Property and whether such lien in favor of Denise Parkwell (who has another legal name) was valid. CP (5/13/2021 filing) at pages 60-61.

In an attempt to explain this, Respondent asserted that there was a transfer of the Subject Property by Fannie Mae to Tom L. Parkwell *for the sum of ten dollars* in 2011. A classic sign of an illegal transfer for less than fair value. CP (5/13/2021 filing) at page 83.

Then Respondent asserted that Denise Parkwell recorded a Quit Claim Deed to Tom L. Parkwell in March 2019 and a satisfaction of judgment was filed for \$33,300 against a judgment for the principal amount of \$58,200 (not \$508,200) in December 2020. CP (5/13/2021 filing) at page 46.

The evidence that Parkwell uses a bookkeeper who also goes by two names was unrefuted. CP (5/13/2021 filing) at page 61.

To say all of this is suspicious and raises issues of fact would be an understatement. At the show cause hearing Appellant wanted to examine Parkwell and ask him to explain such things as why two posts on the internet with pictures of him had two different names and why he claimed Keith Ross was his real name; why he only paid ten dollars when he supposedly purchased the Property from Fannie Mae; why his x wife had a lien for \$508,200 and how he expected to sell the Property and pay her that amount when the Property was not worth that, why he refused to give Howard a written lease and instead be paid "under the table" and why he was not asking for any rent, and more.

It is illegal to record or use documents that contain false or misleading information and this was asserted by Appellant and was unrefuted. CP (5/13/2021 filing) at pages 44-45.

In addition to the fact title was an issue, Appellant claimed he did have "color of title" because he was occupying the Property under Washington's Adverse Possession laws until some court could determine who the rightful owner of the Subject Property was. Title is a mess and it will likely be a long time before some court can figure out who the legal owner is.

The Sale Of The Subject Property For Ten Dollars Makes No Sense And There Is Substantial Evidence
of Fraud Regarding Title

Respondent asserted that there was a transfer of the Subject Property by Fannie Mae to Respondent *for the sum of ten dollars* on November 11, 2011. CP (5/13/2021 filing) at page 83-84.

Obviously, Fannie Mae does not sell real estate for ten dollars and would be prohibited by law from doing so. (The Court should take judicial notice of this).

CP (5/13/2021 filing) page 84 contains the second page of the purported "Bargain And Sale Deed" by which Respondent supposedly gained title to the Subject Property. It is very suspicious.

It is important to keep this date in mind. November 16, 2011.

It states that "Charlotte Elliot" is an authorized signer for Federal Home Loan Mortgage Corporation (Fannie Mae). However, it also states she is the authorized "signor of National Default REO Services dba First American Asset Closing Services, as attorney in fact". Those companies conduct foreclosures. No Power of Attorney or other written authorization to act for Fannie Mae is provided.

Appellant requests this Court take judicial notice of the chain of title for the Property by separate document submitted herewith. A review of the chain of title shows clear evidence the title is in question and in fact of fraud.

Again, in considering the chain of title, it is important to keep in mind the date Fannie Mae deeded the Property to Respondent - November 16, 2011.

There was a loan evidenced by a deed of trust in favor of Sheryl Payseno for \$46,677 recorded on July 27, 2005.

There was a loan evidenced by a deed of trust in favor of Sheryl Payseno for \$134,000 on March 23, 2009 from Provident Funding Associates LP. Then there was a Full Release on April 8, 2009, a mere two weeks later.

On November 12, 2010, there was an Assignment of Mortgage recorded where the borrower is shown as Sheryl J Payseno. There is no explanation as to why there was an assignment of a mortgage that had been released.

A Notice of Foreclosure Sale was recorded on January 15, 2011.

A trustee's deed was recorded on March 31, 2011 for \$135,000 to Fannie Mae. However, there was no recorded transfer of the property to Fannie Mae. Thus, at the time Fannie Mae supposedly deeded the Property to Respondent, it did not have title. Plus, there is another assignment of mortgage on March 31, 2011 on the same day Fannie Mae supposedly was given a trustee's deed. This makes no sense.

Washington has a very specific procedure for conducting foreclosures. See, RCW 61.24.040.

No evidence was presented to show the foreclosure was proper in spite of the fact Appellant raised the issue.

Then, a few weeks later on April 19, 2011 an "Adjustable Rate Mortgage" was recorded where the "Borrowers" are Roger Jenkins and Leeana Hauser for \$95,000. There is no

explanation as to how Jenkins and Hauser got title and were able to get a loan after Fannie Mae supposedly got title by a trustee's deed on March 31, 2011 for \$135,000.

There was a transfer from Gisela E. Taber to Rober Jenkins and Leeana Hauser by Warranty Deed on April 19, 2011 for \$145,000 and a "Adjustable Rate Mortgage" loan from Round Point Mortgage in the amount of \$95,000 to Jenkins and Hauser on the same date. There is nothing showing how Giseal Taber may have obtained title. No previous mention of Gisela E. Tabor is made anywhere and this came "out of nowhere". There is nothing showing she was ever conveyed any interest in the Property in the first place.

There is no evidence that Fannie Mae ever reacquired title to the Property from anyone after the Trustee's Deed was recorded on March 31, 2011, in addition to the fact there was no transfer to it prior to the foreclosure in the first place.

Again, on April 19, 2011, the property was transferred to Rober Jenkins and Leeana by Warranty Deed. They never transferred the Property to anyone else and according to title owned it from that point on. But then on November 11, 2011 **after** title was supposedly in the names of Jenkins and Hauser by virtue of a Warranty Deed to them, Parkwell claims to have gotten a deed from Fannie Mae to himself and his wife for ten dollars.

Then, on February 17, 2012 there is a Warranty Deed from First Federal Savings And Loan Assn. to Marti Wolf for \$76,000. There is no showing how First Federal got title or of any transfer from Marti Wolf to anyone. Again, this "comes out of nowhere" but it looks like from 2012, Marti Wolf owned the Property according to title and there is nothing showing she transferred it to anyone, and certainly not Respondent. So, from February 17, 2012 on, the Property was owned by Marti Wolf and **not** Respondent.

Then there is a deed of trust in favor of Kitsap Bank recorded May 14, 2013 from Respondent and his wife when either Jenkins and Hauser or Marti Wolf supposedly owned the Property and held title.

Then, on September 15, 2014 there is a Release of Mortgage where the "Borrowers" are Roger Jenkins and Leena Hauser. Again, showing at all times after April 19, 2011, Jenkins and Hauser supposedly owned the Property which was then conveyed in 2012 by First Federal Savings and Loan to Marti Wolf who has never transferred the Property to anyone.

Finally, on April 23, 2019, the interest of Denise Parkwell was transferred to Tom Parkwell and the next day, a loan was recorded showing the "lender" as Denise Parkwell for \$508,200.

According to the tax assessor, the Property is worth less than \$225,000.

It is no wonder Respondent and his attorney failed to provide or allege the required Abstract of Title.

#### CONCLUSION (THE ELEPHANT IN THE ROOM)

There is no need to say more about the case which Appellant should win.

Appellant will not waste a lot of time pointing out what this Court already knows to be true. This won't help and will probably hurt Appellant, but it is far too late for Appellant to stop now. The Respondent has submitted many pages about it to try to paint Appellant in a bad light, which probably this Court has, or will, read at least part of and is probably the reason this Court has completely ignored the law up to this point.

Appellant, Howard, Lupez and her eight year old son came to this Court as a last hope to stay in their home. It is impossible to believe this Court is not aware that parties have the right to post a bond staying a trial court order. Appellant filed motions with this Court which clearly

should have been granted. But the Court decided to render those four innocent people homeless instead, without any explanation. (It has been a long time, but the last time Appellant checked, Howard, Lupez and her son were still living in their vehicles). The Court aided Parkwell and Wolfley in doing wrong. Something is wrong from looking at the chain of title, and everyone knows what it is since it is published on the internet every day and has been since at least 2008.

If the Court is interested in the truth about Appellant, it is scattered throughout the over two hundred pages filed by Respondent. But a careful examination reveals the truth.

Appellant is only one of the thousands of attorneys disbarred and punished for trying to help homeowner victims of wrongful foreclosure by the "Too Big To Big To Fail And Too Big To Jail Banks". An interview by Dylan Ratigan on MSNBC of Appellant and a client went viral and Appellant represented some famous people bringing more attention to him

The Banks run this country. Everyone now knows they also run the broken and corrupt courts only for the benefit of the so-called "One Percent."

(As another example, Appellant was contacted recently by a reporter for the Wall Street Journal who did the story about widespread corruption among federal judges (https://www.wsj.com/articles/131-federal-judges-broke-the-law-by-hearing-cases-where-they-had-a-financial-interest-11632834421)

The judge in Appellant' disbarment proceedings pretty much admitted Appellant was being disbarred for trying to protect homeowners from what the judge knew was unjust.

CP (5/13/2021 filing) at 85 *et. seq.* Appellant was precluded from entering any documentary evidence in the disbarment proceedings because as usual, the courts were desperate to try to hide what was, and is, going on.

(See also: CP (5/13/2021 filing) at the first page 001 where a federal judge with 43 years

experience laments corruption in the legal profession; Judge Basden's recusal, CP (5/13/2021

filing) at 008 et. seq.; the news story about Appellant, CP (5/13/2021 filing) at 26 et. seq., the

threat on Appellant' life, CP (5/13/2021 filing) at 41; the federal complaint detailing facts

concerning illegal foreclosures, CP (5/13/2021 filing) at 57 et. seq.; the ruling of the state bar

court, CP (5/13/2021 filing) at 85 et. seq.

**CONCLUSION** 

When parties to disputes can't get them resolved in the courts, we have anarchy. That

was, and is, the result of this case so far.

It is because of cases like this that our system of democracy is failing.

Dated: January 11, 2022

Respectfully Submitted:

/s/ Michael T. Pines

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#### APPELLATE CASE #: 55532-8-II

Superior Court Case No. 21-2-00173-05

### COURT OF APPEALS, DIVISION II OF THE STATE OF WASHINGTON

TOM PARKWELL Plaintiff, Respondent v. MICHAEL T. PINES Defendant, Appellant

#### EXHIBIT - A TO APPELLANT'S OPENING BRIEF

**CLALLAM** 

CASE SUMMARY CASE NO. 21-2-00173-05

### **CASE SUMMARY**

TOM PARKWELL vs JAMES HOWARD et al CASE No. 21-2-00173-05

Location: Clallam
Judicial Officer: Erickson, Lauren M
Filed on: 03/22/2021

Case Number History:
JIS/SCOMIS Case Number: 21-2-00173-3

CASE INFORMATION

Statistical Closures 04/30/2021 Uncontested Completion

Case Type: UND Residential Unlawful Detainer

Status:

Case 05/06/2021 On Appeal

Case Flags: Recusal

DATE

#### CASE ASSIGNMENT

Current Case Assignment

Case Number Court Date Assigned Judicial Officer 21-2-00173-05 Clallam 04/01/2021 Erickson, Lauren M

PARTY INFORMATION

Plaintiff

PARKWELL, TOM

Lead Attorneys

Wolfley, Joseph Bennett Retained 360-457-2794(W)

Defendant

HOWARD, JAMES

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03/22/2021	Affidavit  OF COUNSEL REGARDING RISK TO HEALTH, SAFETY OR PROPERTY OF OTHERS CREATED BY DEFENDANT	Index # 4
03/22/2021	Declaration of Mailing	Index # 5
03/22/2021	Affidavit Declaration Certificate Confirmation of Service OF DON SAMFORD	Index # 6
03/22/2021	Affidavit Declaration Certificate Confirmation of Service	Index # 7
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## CASE SUMMARY CASE No. 21-2-00173-05

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03/31/2021	Declaration Affidavit  SECOND DECLARATION OF COUNSEL OF JOSEPH WOLFLEY	Index # 14		
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04/02/2021	Declaration Affidavit  AND BRIEF ON ISSUE OF FILING BANKRUPTCY TO STAY WRIT OF RESTITUTION	Index # 20		
04/02/2021	Declaration Affidavit  OF KEVIN R. HANSEN	Index # 21		
04/02/2021	Notice  DEFENDANT'S NOTICE OF REMOVAL TO FEDERAL COURT	Index # 22		
04/02/2021	4 Hearing Stricken In Court Other Reason	Index # 23		
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# CASE SUMMARY CASE No. 21-2-00173-05

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04/30/2021	The Brief ON THE PROCEDURAL POSTURE	Index #32
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08/06/2021	☐ Letter  FROM COAH RE: 55532-8-II NEW FILING DEADLINE FOR DESIGNATION OF CLERK'S PAPERS AND STATEMENT OF ARRANGEMENTS	Index # 53	
DATE	FINANCIAL INFORMATION		
	Attorney Wolfley, Joseph Bennett Total Charges Total Payments and Credits Balance Due as of 11/24/2021  Defendant PINES, MICHAEL T Total Charges Total Payments and Credits Balance Due as of 11/24/2021	237.50 237.50 0.00 315.00 315.00 0.00	

#### APPELLATE CASE #: 55532-8-II

Superior Court Case No. 21-2-00173-05

### COURT OF APPEALS, DIVISION II OF THE STATE OF WASHINGTON

TOM PARKWELL Plaintiff, Respondent v. MICHAEL T. PINES Defendant, Appellant

EXHIBIT B TO APPELLANT'S OPENING BRIEF - PROPERTY PROFILE DATED 3/16/21



Cover Page

Subject Property:



Site Address 300 N SEQUIM AVE 24 SEQUIM , WA 98382-4105



Mail A 804 S PORT ANGELES , WA 9836



Michael Pines T:(323) 377-7289 E:magicalmichael2000@gmail.com

#### **Document Contents**

- Profile Cover Sheet

- Property Overview
  Property History Page
  Property Comparables (Detailed)
  Property Comparables (Summary)
  Neighborhood



Provid

#### Z Property Overview

300 N SEQUIM AVE 24, SEQUIM, WA 98382-

Owner and Geographic Information



Primary Owner: PARKWELL TOM L

Mail Address:

Site Address: APN:

Housing Tract Number: Legal Description:

804 S OAK ST , PORT ANGELES, WA 98362-7740

300 N SEQUIM AVE 24 , SEQUIM, WA 98382-4105

0330206700003304 Lot Number:

Page / Grid:

Subdivision: TWIN OAKS MANOR
Sec / Twnship / Range: SEC 20 TWN 30 RNG 03
Legal Brief Description: SEC/TWN/RNG/MER:SEC 20 TWN 30 RNG 03 UNIT C4 TWIN OAKS MANOR CONDO V1 P196 THRU 199 8
4,96% INT IN COMMONS

Secondary Owner:

Property Details

1983 Square Feet: Year Built:

Bedrooms: 2.5

Garage:

Carport 1 Lot Size:

. iii

Bathrooms:

Fireplace: Pool:

Number of Units: Use Code:

Condominium Unit (Residentia

Sale Information



Transfer Date: Transfer Value: Cost/Sq Feet:

04/23/2019 \$0.00

Seller:

PARKWELL, DENISE R 2019-1377987

ent and Taxes



Assessed Value: Land Value: Improvement Value: Market Improvement Value: \$201,504.00 \$60,000.00 \$141,504.00

Percent Improvement: Tax Amount: Tax Status: Market Land Value:

70.22% \$2,113.26 Homeowner Exemption: Tax Rate Area: Tax Account ID:

Tax Year:

20 22802 2020

1,328

1

Property History		300 N	SEQUIM AVE 24, SEQUIM, WA 98382
Mortgage Record - 04/24/2019			
Recording Date:	04/24/2019	Document#:	2019-1378040
Loan Amount:	\$508,200.00	Loan Type:	Unknown Loan Type
TD Due Date:		Type of Financing:	
Lender Name:	DENISE PARKWELL		
Lender Type:		Borrowers Name:	PARKWELL, TOM L
Vesting:			
Legal Description:	Subdivision: TWIN OAKS MANOR Unit: C-4 Map Ref: 0		
Prior Transfer - 04/23/2019			
Recording Date:	04/23/2019	Document#:	2019-1377987
Price:	\$0.00 Multiple Parcels Involved in this transaction	Document Type:	Intra-family Transfer or Dissolution
First TD:		Type of Sale:	Price as "0", "None", "No Consideration"
Lender Name:			
Buyer Name:	PARKWELL, TOM L	Buyer Vesting:	SE
Seller Name:	PARKWELL, DENISE R		
Legal Description:	Subdivision: TWIN OAKS MANOR Unit: C-4 Map Ref: VOL 1 PG 176-181		
Release Record - 09/15/2014			
Recording Date:	09/15/2014	Document#:	2014-1312174
Price:		Document Type:	Release of Mortgage
TD Due Date:		Type of Financing:	
Lender Name:			
Lender Type:		Borrowers Name:	ROGER JENKINS AND LEEANA HAUSER
Vesting:			
Legal Description:			
Mortgage Record - 05/15/2013			
Recording Date:	05/15/2013	Document#:	2013-1294681
Loan Amount:	\$20,000.00	Loan Type:	Credit Line
TD Due Date:		Type of Financing:	
Lender Name:	KITSAP BANK		
Lender Type:		Borrowers Name:	PARKWELL, TOM L; PARKWELL, DENISE RAMALF
Vesting:			
Legal Description:	Subdivision: TWIN OAKS MANOR Unit: C-4 Map Ref: 0		
Rate Change Frequency:	Monthly		
Interest Rate Not Greater:	0	Interest Rate Not Less:	0



Property History		300 N SEQUIM AVE 24, SEQUIM, W		
Prior Transfer - 02/17/2012			-	
Recording Date:	02/17/2012	Document#:	2012-1275718	
Price:	\$76,000.00	Document Type:	Warranty Deed	
First TD:		Type of Sale:	Full Amount on Deed	
Lender Name:				
Buyer Name:	WOLF, MARTI ACALLISTER	Buyer Vesting:		
Seller Name:	FIRST FEDERAL SAVINGS & LOAN ASSOCIATION			
Legal Description:	Subdivision: TWIN OAKS MANOR CONDO Unit: B-3 Map Ref: MB1 PG176			
Prior Transfer - 11/16/2011				
Recording Date:	11/16/2011	Document#:	2011-1272391	
Price:	\$102,500.00	Document Type:	Bargain and Sale Deed	
First TD:		Type of Sale:	Full Amount on Deed	
Lender Name:				
Buyer Name:	PARKWELL, TOM L	Buyer Vesting:		
Seller Name:	FEDERAL HOME LOAN MORTGAGE CORPORATION			
Legal Description:	Subdivision: TWIN OAKS MANOR Unit: C-4 Map Ref: MB1 PG176-181			
Mortgage Record - 04/19/2011				
Recording Date:	04/19/2011	Document#:	2011-1265164	
Loan Amount:	\$95,000.00	Loan Type:	Adjustable Rate Mortgage	
TD Due Date:		Type of Financing:		
Lender Name:	ROUNDPOINT MORTGAGE CO			
Lender Type:		Borrowers Name:	JENKINS, ROGER; HAUSER, LEEANA	
Vesting:				
Legal Description:	Subdivision: TWIN OAKS MANOR Unit: C-1 Map Ref: MB1 PG176-181			
Adjustable Rate Index:	1 Year Libor			
Rate Change Frequency:	Annually	First Change Date:	20160501	
Interest Rate Not Greater:	8.5	Interest Rate Not Less:	2.25	

Prior Transfer - 04/19/2011					
Recording Date:	04/19/2011		Document#:		2011-1265163
Price:	\$145,000.00		Document Type:		Warranty Deed
irst TD:			Type of Sale:		Full Amount on Deed
irst TD Doc:	2011-1265164				
Lender Name:					
Buyer Name:	JENKINS, ROGER; HAUSER, LEEANA		Buyer Vesting:		
Seller Name:	TABER, GISELA E				
Legal Description:	Subdivision: TWIN OAKS MANOR Unit: C-1 Map Ref: MB1 PG176-181				
Adjustable Rate Index:	1 Year Libor				
Rate Change Frequency:	Annually		First Change Date		20160501
Interest Rate Not Greater:	8.5		Interest Rate Not		2.25
rior Transfer - 03/31/2011	6.5	- Arriva	Zitterest Rate Not		
	02/04/2011		Document#:		2011-1264520
Recording Date:	03/31/2011				Trustee's Deed (Certificate of Title)
Price:	\$135,000.00		Document Type:		
First TD:			Type of Sale:		Full Amount on Deed
Lender Name:					
Buyer Name:	FEDERAL HOME LOAN MORTGAGE CORPOR	ATION	Buyer Vesting:		
Seller Name:	PAYSENO, SHERYL J				
Legal Description:	Subdivision: TWIN OAKS MANOR Unit: C-4				
	Map Ref: MB1 PG176-181				
Assignment Record - 03/31/2011					
Recording Date:	03/31/2011	Document#	•	2011-1264519	
Price:		Document T		Assignment of I	fortgage
TD Due Date:		Type of Fina	ncing:		
Lender Name:					
Lender Type:		Borrowers N	lame:	SHERYL J PAYSI SEPARATE PROI	NO, AN UNMARRIED WOMAN AS HER SOLE . PERTY,
Vesting:					
Legal Description:					
oreclosure Record - 01/15/2011	AT-AT-PART			10 00000	
	01/15/2011	De	ocument#:	10 10 10 10 10 10 10 10 10 10 10 10 10 1	
Recording Date:	AT-AT-PART			10.000	
Recording Date: Document Type:	01/15/2011		ocument#: orrowers Name:	14.000	
Recording Date: Document Type: Lender Type:	01/15/2011			10 000000	
Recording Date: Document Type: .ender Type: /esting:	01/15/2011				
Recording Date: Document Type: Lender Type: Vesting: Legal Description:	01/15/2011 Notice of Foreclosure Sale				
Recording Date: Document Type: Lender Type: Jesting: Legal Description: Lessignment Record - 11/12/2010	01/15/2011 Notice of Foreclosure Sale		orrowers Name:	2010-1259050	
Recording Date: Document Type: Lender Type: Jesting: Legal Description: Lessingment Record - 11/12/2010 Recording Date:	01/15/2011 Notice of Foreclosure Sale	Во	orrowers Name:	2010-1259050 Assignment of f	Hortgage
Recording Date: Document Type: Lender Type: Vesting: Legal Description: Assignment Record - 11/12/2010 Recording Date: Price:	01/15/2011 Notice of Foreclosure Sale	Bo Document#	orrowers Name: : : : :		fortgage
Recording Date: Document Type: Lender Type: Vesting: Legal Description: Lessignment Record - 11/12/2010 Recording Date: Price: I'D Due Date:	01/15/2011 Notice of Foreclosure Sale	Bo Document# Document T	orrowers Name: : : : :		fortgage
Recording Date: Document Type: Lender Type: Vesting: Legal Description: Assignment Record - 11/12/2010 Recording Date: Price: TD Due Date: Lender Name:	01/15/2011 Notice of Foreclosure Sale	Bo Document# Document T	errowers Name: : : :ype: :ncing:	Assignment of I	ENO, AN UNMARRIED WOMAN AS HER SOLE
Foreclosure Record - 01/15/2011 Recording Date: Document Type: Lender Type: Vesting: Legal Description: Assignment Record - 11/12/2010 Recording Date: Price: Lender Name: Lender Name: Lender Type: Vesting:	01/15/2011 Notice of Foreclosure Sale	Document# Document T Type of Fina	errowers Name: : : :ype: :ncing:	Assignment of N	ENO, AN UNMARRIED WOMAN AS HER SOLE
Recording Date: Document Type: Lender Type: Legal Description: Lessignment Record - 11/12/2010 Recording Date: Lerice: Lender Name: Lender Name: Lender Type: Lesting:	01/15/2011 Notice of Foreclosure Sale	Document# Document T Type of Fina	errowers Name: : : :ype: :ncing:	Assignment of N	ENO, AN UNMARRIED WOMAN AS HER SOLE
Recording Date: Document Type: Lender Type: Legal Description: Lessingment Record - 11/12/2010 Recording Date: Price: Lender Name: Lender Type: Lessing: Legal Description:	01/15/2011 Notice of Foreclosure Sale	Document# Document T Type of Fina	errowers Name: : : :ype: :ncing:	Assignment of N	ENO, AN UNMARRIED WOMAN AS HER SOLE
Recording Date: Document Type: Lender Type: Legal Description: Lessingment Record - 11/12/2010 Recording Date: Price: Lender Name: Lender Name: Lender Type: Lessing: Legal Description:	01/15/2011 Notice of Foreclosure Sale	Document# Document T Type of Fina Borrowers P	errowers Name: : : :ype: :ncing:	Assignment of M	ENO, AN UNMARRIED WOMAN AS HER SOLE
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Recording Date: Document Type: Lender Type: Vesting: Lesgal Description: Lessignment Record - 11/12/2010 Recording Date: Price: IPD Due Date: Lender Name: Lender Type: Vesting: Legal Description: Letelease Record - 04/08/2009 Recording Date: Price:	01/15/2011 Notice of Foreclosure Sale  11/12/2010	Document# Document T Type of Fina Borrowers N	: :ype: :ncing:	Assignment of Mean SHERYL J PAYSISEPARATE PROJ	ENO, AN UNMARRIED WOMAN AS HER SOLE EERTY 009-1235043
Recording Date: Document Type: Lender Type: Legal Description: Lessignment Record - 11/12/2010 Recording Date: Lerice: Lender Name: Lender Name: Lender Type: Lessing: Legal Description: Letease Record - 04/08/2009 Recording Date: Letease Record - 04/08/2009 Recording Date: Letease	01/15/2011 Notice of Foreclosure Sale  11/12/2010	Document# Document T Type of Fina Borrowers N	errowers Name: : : : : : : : : : : : : : : : : : :	Assignment of Mean SHERYL J PAYSISEPARATE PROJ	ENO, AN UNMARRIED WOMAN AS HER SOLE EERTY 009-1235043
Recording Date: Document Type: Lender Type: Lesting: Legal Description: Lessignment Record - 11/12/2010 Recording Date: Price: Lender Name: Lender Name: Lender Type: Lessign Description: Letelase Record - 04/08/2009 Recording Date: Price: Letelase Record - 04/08/2009 Recording Date: Price: Lender Name: Lender Name: Lender Name:	01/15/2011 Notice of Foreclosure Sale  11/12/2010	Document# Document T Type of Fina Borrowers F	errowers Name: : : : : : : : : : : : : : : : : : :	Assignment of the SHERYL J PAYS SEPARATE PROJ	ENO, AN UNMARRIED WOMAN AS HER SOLE EERTY 009-1235043
Recording Date: Document Type: Lender Type: Legal Description: Lessignment Record - 11/12/2010 Recording Date: Lerice: Lender Name: Lender Name: Lender Type: Lessing: Legal Description: Letease Record - 04/08/2009 Recording Date: Letease Record - 04/08/2009 Recording Date: Letease	01/15/2011 Notice of Foreclosure Sale  11/12/2010	Document# Document T Type of Fina Borrowers F	: :ype: :ncing: Name: cument#: cument Type: pe of Financing:	Assignment of the SHERYL J PAYS SEPARATE PROJ	ENO, AN UNMARRIED WOMAN AS HER SOLE FERTY 009-1235043 JII Release with Legal Description



Property History		300 N SEQUIM AVE 24, SEQUIM, WA 98382-4				
Mortgage Record - 03/23/2009						
Recording Date:	03/23/2009	Document#:	2009-1234198			
Loan Amount:	\$134,000.00	Loan Type:	Conventional			
TD Due Date:		Type of Financing:				
Lender Name:	PROVIDENT FUNDING ASSOCIATES LP					
Lender Type:		Borrowers Name:	PAYSENO, SHERYL J			
Vesting:						
Legal Description:	Subdivision: TWIN OAKS MANOR Unit: C-4 Map Ref: 0					
Interest Rate Not Greater:	0	Interest Rate Not Less:	0			
Prepayment Penalty Rider Term:	00					
Mortgage Record - 07/27/2005						
Recording Date:	07/27/2005	Document#:	2005-1161520			
Loan Amount:	\$46,677.00	Loan Type:	Credit Line			
TD Due Date:		Type of Financing:				
Lender Name:	US BANK NA					
Lender Type:		Borrowers Name:	PAYSENO, SHERYL J			
Vesting:						
Legal Description:	Subdivision: TWIN OAKS MANOR Unit: C4 Map Ref: 0					
Rate Change Frequency:	Monthly					
Interest Rate Not Greater:	0	Interest Rate Not Less:	0			
Prepayment Penalty Rider Term:	00					